



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Richard J. Bruckner
Director of Planning

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 21, 2014

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Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

WILLOWBROOK TRANSIT ORIENTED DISTRICT SPECIFIC PLAN (SECOND DISTRICT) (3 VOTES)

SUBJECT

Award a three-year contract to The Arroyo Group (Contractor), in the sum not to exceed \$477,310 plus 15 percent contingency (\$71,597) for unforeseen additional work within the scope of the contract, to prepare the Willowbrook Transit Oriented District (TOD) Specific Plan (Specific Plan) and its Environmental Impact Report.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached three-year contract with the Contractor, effective the day after the Board's approval, with up to six month-to-month renewal options at a contract sum not to exceed \$477,310 plus 15 percent contingency (\$71,597) for unforeseen additional work.
2. Authorize the Director of Planning or designee to increase the contract award by an amount not to exceed 15 percent of the total contract sum for unforeseen additional work within the scope of this contract.
3. Authorize the Director of Planning or designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the maximum contract sum of \$477,310 plus contingency, and to suspend work if, in the opinion of the Director of Planning, it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County General Plan Update identifies the County's TODs as priority policy areas. To facilitate the creation of vibrant and healthy communities, the County will develop specific plans for all of the County's TODs. The Specific Plan will be the first, and therefore, serve as the model for future TOD specific plans. Building off of the goals and policies outlined in the General Plan Update, the Specific Plan aims to encourage transit-oriented development, promote active transportation, reduce vehicle miles traveled, and streamline the environmental review process for future development projects.

The Department of Regional Planning (DRP) seeks a qualified consultant to prepare the Specific Plan and associated studies. In addition, the consultant will prepare an Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA) to support the adoption of the Specific Plan.

This contract will allow DRP to move forward with the preparation of the Specific Plan.

Implementation of Strategic Plan Goals

This action is consistent with the Countywide Strategic Plan Goal No. 1 (Operational Effectiveness) – to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The recommended action will allow DRP to prepare the Specific Plan guiding future development within the Willowbrook TOD area in an effective and orderly manner. This Specific Plan will become a model plan for future TODs in the unincorporated Los Angeles County.

FISCAL IMPACT/FINANCING

The contract sum is \$477,310 plus 15 percent contingency (\$71,597), for unforeseen additional work within the scope of the contract. The contract sum is based on the work outlined in the Statement of Work and the price quoted by the Contractor. Additional tasks are often prompted by external variables for planning projects of this nature; for example, additional technical analysis may be deemed necessary as a result of draft EIR circulation and public comments received at the Regional Planning Commission and the Board of Supervisors public hearings. The contingency will accommodate such additional tasks if needed.

Funding is included in DRP's Fiscal Year 2013-2014 operating budget and is fully offset by Metropolitan Transportation Authority grant revenue; there is no net County cost impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract (Attachment) contains all of the most recent required provisions including, but not limited to, Non-Responsibility and Debarment, Child Support Compliance, GAIN/GROW, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for the Contractor's employees.

This is a non-Prop A contract. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract. Data regarding the proposers' minority participation is on file with DRP. The Contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

DRP filed the notice of intent to approve a contingency exceeding 10 percent of the total contract amount on January 7, 2014 in accordance with the Board Policy 5.120.

DRP will not require the Contractor to perform services that exceed the Board-approved contract sum, scope of work, and/or contract term.

County Counsel has approved the contract as to form.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have an effect on the environment and therefore, this contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

CONTRACTING PROCESS

DRP conducted a competitive Request for Proposals (RFP) process to solicit the services. The RFP was released on August 1, 2013. Consistent with the RFP process, interested parties were required to submit a proposal demonstrating their ability to provide the services. The solicitation information was made available on the County of Los Angeles Internal Services Department and DRP websites. Fifty-nine consulting firms contacted DRP to request a copy of the RFP.

Nine proposals were received by the September 12, 2013 deadline. These proposals were reviewed for completeness and all nine proposals were deemed complete. The proposals were then reviewed using an initial "pass/fail" process to determine whether they met minimum mandatory requirements, consistent with the Selection Process and Evaluation Criteria set forth in the RFP. All nine proposals met the minimum mandatory requirements.

A five-member evaluation committee was formed to evaluate the proposals. The committee was comprised of representatives from the County of Los Angeles Departments of Regional Planning, Parks and Recreation, and Public Works. The committee members objectively evaluated the proposal submitted by the following proposers:

1. Gensler
2. Gruen Associates
3. Dyett and Bhatia
4. MIG
5. RTKL
6. The Arroyo Group
7. The Planning Center
8. Torti Gallas and Partners, Inc.
9. URS Corporation

The evaluation committee reviewed the proposals according to the selection process and evaluation criteria and took into consideration staff qualifications, project management, study methodologies, and references. Informed Averaging was used to calculate the final score for the proposer.

The Arroyo Group is the highest ranking proposer with the lowest cost.

DEBRIEFING

On November 25, 2013, DRP notified the eight non-recommended proposers that their firms were

not recommended for contract award and offered to debrief these proposers on the proposal evaluations. Five non-recommended proposers requested a debriefing and they were satisfied with the results of the debriefing and indicated to DRP that they would not continue with the protest process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees. Upon approval of this contract by the Board, DRP will be able to commence and complete the Specific Plan.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard J. Bruckner". The signature is fluid and cursive, with a large loop at the end of the last name.

RICHARD J. BRUCKNER

Director

RJB:AO:hc

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE ARROYO GROUP

FOR

**WILLOWBROOK TRANSIT ORIENTED DISTRICT
SPECIFIC PLAN**

70113

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE ARROYO GROUP
FOR
WILLOWBROOK TRANSIT ORIENTED DISTRICT
SPECIFIC PLAN**

This Contract and Exhibits made and entered into this 21st day of January, 2014 by and between the County of Los Angeles, hereinafter referred to as County and The Arroyo Group, hereinafter referred to as Contractor. The Arroyo Group is located at 16 North Marengo Avenue, Suite 405, Pasadena, CA 91101.

RECITALS

WHEREAS, COUNTY may contract with private businesses for urban planning consulting services when certain requirements are met; and

WHEREAS, CONTRACTOR is a private firm specializing in providing services in the areas of land use planning, urban design, architecture, landscape design, and community engagement; and

WHEREAS, COUNTY lacks the experience and resources necessary to prepare a comprehensive specific plan for transit oriented districts and an environmental impact report in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, COUNTY is authorized by Government Code Section 31000 to Contract for such services, including those contemplated herein; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY for the preparation of the Willowbrook Transit Oriented District Specific Plan and CONTRACTOR has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to six (6) month-to-month extensions, for a maximum total Contract term of three years and six months. Each such option and extension shall be exercised at the sole discretion of the Director of Planning or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The ~~%~~Maximum Contract Sum under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The Maximum Contract Sum is \$477,310 plus 15 percent contingency (\$71,597) for unforeseen additional work. Total charges shall not exceed the amounts set forth in the Proposal, as shown in Pricing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address, by mail or via electronic mail:

Hsiao-Ching Chen, Contract Manager
Los Angeles County Department of Regional Planning
320 West Temple Street, Room 1383
Los Angeles, CA 90012
Hchen@planning.lacounty.gov

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs who participate in the County's Prompt Payment Program will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Monitor

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 This Section is Intentionally Omitted

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the %Contractor Acknowledgement and Confidentiality Agreement+, Exhibit G1.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the %Contractor Non-Employee Acknowledgment and Confidentiality Agreement+, Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 The Director of Planning or designee is authorized to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the Maximum Contract Sum.

For any change which significantly affects the scope of work, term, Contract Sum, or payments, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Planning.

- 8.1.3 The Director of Planning or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

To implement an extension of time beyond the Term of Contract, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and

executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the

County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (%Jury Service Program+) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a %Contractor+ as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, %Contractor+ means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. %Employee+ means any California resident who is a full-time employee of the Contractor. %Full-time+ means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its ~~%exception status+~~ from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of ~~%Contractor+~~ or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of ~~%Contractor+~~ and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or

indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the

Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed;

or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Safely Surrendered Baby Law poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not

occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of %original+versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term ~~%subcontractor+~~ and ~~%subcontractors+~~ mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for

furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (~~%County Indemnitees+~~) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the ~~%Required Insurance+~~) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration

dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Regional Planning
320 West Temple Street, Room 1383
Attention: Hsiao-Ching Chen, Contract Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the

County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)'s rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employer's Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of Planning, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of Planning, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of Planning, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of Planning, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of Planning, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of Planning, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of Planning, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure

to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a

fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Planning, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked ~~%trade secret+, %confidential+, or %proprietary+~~. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required

by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked ~~%trade secret~~, ~~%confidential~~, or ~~%proprietary~~, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The

Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning
320 West Temple Street, Room 1383
Los Angeles, CA 90012
Attn: Hsiao-Ching Chen, Contract Manager

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing)

after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties

shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the

Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will

maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 THIS SECTION IS INTENTIONALLY OMITTED

9.2 THIS SECTION IS INTENTIONALLY OMITTED

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished

incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the

term of this Contract, any and all such working papers and all information contained therein.

- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable

of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 THIS SECTION IS INTENTIONALLY OMITTED

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (The Arroyo Group)

Simran Malhotra

By for Larry B. Morrison (Simran Malhotra)
Name

Principal

Title

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33

JAN 21 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By *Don Krattli*
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



By *[Signature]*

Thereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By *[Signature]*
Deputy County Counsel

**CONTRACT EXHIBIT A
STATEMENT OF WORK**

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1.0 SCOPE OF WORK

1.1 Introduction

The County of Los Angeles (County) Department of Regional Planning (DRP) seeks a qualified consultant (Consultant) to prepare the Willowbrook Transit Oriented District (TOD) Specific Plan and associated studies. In addition, the Consultant will prepare a document (EIR anticipated) in accordance with the California Environmental Quality Act (CEQA). The CEQA document will evaluate potential environmental impacts associated with full project build-out, as well as the cumulative effects within each area of analysis. The County intends to utilize the CEQA document to streamline and facilitate future infill development and infrastructure projects in the Willowbrook TOD.

The Los Angeles County General Plan Update (visit <http://planning.lacounty.gov/generalplan>) identifies the County's TODs as priority policy areas. To facilitate the creation of vibrant and healthy communities, the County will develop specific plans for all of the County's TODs. The Willowbrook TOD Specific Plan will be the first, and therefore, serve as the model for future TOD specific plans. Building off of the goals and policies outlined in the Los Angeles County General Plan Update, the Willowbrook TOD Specific Plan aims to encourage transit-oriented development, promote active transportation, reduce vehicles miles traveled, and streamline the environmental review process for future development projects.

1.2 Project Boundary

The Willowbrook TOD Specific Plan targets the Willowbrook Station TOD, which consists of the area within a half mile radius of the Willowbrook station on the Metro Blue Line and Green Line in the unincorporated community of Willowbrook (see Exhibits A.1 and A.2). The TOD is approximately 350 acres. Although the half mile radius of the Willowbrook TOD includes portions of the City of Los Angeles and the City of Lynwood, the Willowbrook TOD Specific Plan will focus only on the unincorporated areas that are located within the TOD. Some of the key facilities that are located within the TOD include the Kenneth Hahn Plaza, the Willowbrook Library, the Martin Luther King, Jr. Medical Center, the Charles R. Drew

University of Medicine and Science, and the Martin Luther King, Jr. Center for Public Health.

1.3 Project Outcome

The outcome of this project is the completion of the following:

- 1. General Plan Land Use Policy Map Amendments
- 2. The following studies:
 - Existing Conditions Study
 - Parking Study
 - Infrastructure Study
- 3. Willowbrook TOD Specific Plan, which includes:
 - Zoning Map Amendments
 - Zoning Text Amendments (eg., development standards)
 - Design Guidelines
 - Mobility Strategy
 - Economic Development Strategy
 - Capital Improvement Plan
- 4. CEQA Document (EIR anticipated)

1.4 Work Details

In addition to the work details listed below, the proposal describing the approach which the Contractor and its sub-consultants will take is incorporated as Exhibit A.3.

1.4.1 Project Initiation and Coordination

Objective: Organize a Task Force, conduct a kick-off meeting, finalize project schedule, and schedule and facilitate quarterly Task Force meetings.

Timeframe: Approximately 30 months

Tasks:

Task 1.1: The Consultant will form a Task Force and schedule a kick-off meeting. The Task Force will include DRP and representatives from County agencies, including but not limited to the Department of Public Health, the Department of Parks and Recreation, the Department of Public Works, the Los Angeles County Community Development Commission, the Arts

Commission, as well as the Los Angeles County Metropolitan Transit Authority.

The kick-off meeting will accomplish the following objectives:

- Review work program objectives, tasks, products, and preliminary schedule;
- Discuss recent or current studies, plans, or planning-related efforts that may influence or support the work program;
- Discuss the roles and responsibilities of each agency within the Task Force, including type and frequency of required coordination;
- Announce quarterly briefings; and
- Confirm appropriate contacts for each agency represented in the Task Force.

Task 1.2: After the kick-off meeting, the Consultant will revise and finalize the preliminary work plan and project schedule, as needed.

Task 1.3: The Consultant will schedule quarterly briefings with the Task Force. At these meetings, the Consultant will update the Task Force on the project and solicit feedback. Additional task-specific meetings with the Task Force will be scheduled, as needed.

Task No.	Task/Deliverable	Responsible Party
Task 1.1	<ul style="list-style-type: none">• Kick-off meeting agenda and meeting minutes.• Table summarizing recent or current studies, plans, or planning-related efforts, and specific opportunities for coordination with the Task Force.	Consultant
Task 1.2	<ul style="list-style-type: none">• Final work plan and project schedule.	Consultant
Task 1.3	<ul style="list-style-type: none">• Quarterly meeting agendas.• Meeting minutes that identify next steps, responsible parties, and deadlines.	Consultant

1.4.2 Project Management

Objective: Ongoing project management that ensures timely completion of project.

Timeframe: Approximately 30 months

Tasks:

Task 2.1: The Consultant will be responsible for ongoing project management.

Task No.	Task/Deliverable	Responsible Party
Task 2.1	<ul style="list-style-type: none">Monthly progress reports and monthly invoices to DRP.	Consultant

1.4.3 Research and Analyses

Objective: Complete the existing conditions study, parking study, and infrastructure study, which will inform the Willowbrook TOD Specific Plan.

Timeframe: Approximately 3 months

Tasks:

Task 3.1: The Consultant will analyze and evaluate the existing conditions of the project area, review applicable policy documents and zoning regulations, and synthesize the assessment into a comprehensive study. At a minimum, the existing conditions study will include the following:

- An inventory and map of existing, on-the-ground land uses;
- Identification of physical constraints (e.g. narrow lots) to development;
- Socio-economic profile;
- Range of existing and potential financing resources; and
- Other development constraints and characteristics.

DRP will provide applicable information and data to the Consultant.

Task 3.2: The Consultant will conduct a parking study that analyzes existing and future parking supply and demand for both vehicles and bicycles. The parking study applies to the area outside the

following facilities: the Martin Luther King Jr. Medical Center Campus, the Charles Drew University facilities, and the various school facilities. Since these facilities have self-contained and independent parking needs, and either existing or currently underway parking programs, the Specific Plan parking study will be independent of these parking programs. The study will include a complete inventory of the location and type of parking available. Based on this inventory and existing and future demand, the parking study will identify locations with surplus or deficient supply. In addition, the parking study will explore various parking strategies, such as shared parking opportunities, park once strategies, and parking maximums.

DRP will provide applicable information and data to the Consultant.

Task 3.3: The Consultant will conduct an infrastructure study that assesses infrastructure supply and demand, as well as the improvements necessary to support the General Plan Land Use Policy Map Amendments. At a minimum, the infrastructure study will analyze the following needs:

- Sewer
- Transportation
- Waste management
- Stormwater
- Public water
- Open space and recreational spaces

The infrastructure study will outline necessary infrastructure improvements and include a plan for financing these improvements.

DRP will provide applicable information and data to the Consultant.

Task No.	Task/Deliverable	Responsible Party
Task 3.1	<ul style="list-style-type: none"> Screencheck, Draft, and Final existing conditions study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> Provide applicable information and data to Consultant. 	DRP
Task 3.2	<ul style="list-style-type: none"> Screencheck, Draft, and Final 	Consultant

	parking study and corresponding maps in digital format, including GIS shapefiles.	
	<ul style="list-style-type: none"> • Provide applicable information and data to Consultant. 	DRP
Task 3.3	<ul style="list-style-type: none"> • Screencheck, Draft, and Final infrastructure study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> • Provide applicable information and data to Consultant. 	DRP

1.4.4 Stakeholder Outreach

Objective: Develop a vision for the Willowbrook TOD through an inclusive, community-driven planning process that informs the General Plan Land Use Policy Map Amendments and the Willowbrook TOD Specific Plan.

Timeframe: Approximately 4 months

Tasks:

Task 4.1: Note that DRP will conduct the stakeholder outreach, which will include the following: one (1) public meeting; three (3) public workshops; a focus group meeting with the development community; and a survey of residents and businesses. DRP will keep the Consultant apprised of these efforts. The Consultant will utilize the results of these outreach efforts to inform the development of General Plan Land Use Policy Map Amendments and the Willowbrook TOD Specific Plan.

Stakeholder outreach will be initiated by DRP within one month of project kick-off.

Task No.	Task/Deliverable	Responsible Party
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Task 4.1	<ul style="list-style-type: none"> Stakeholder outreach and notifications. 	DRP
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1.4.5 Preparation of Planning Documents

Objective: Use the existing conditions study, parking study, infrastructure study, and DRP-led stakeholder outreach to prepare the General Plan Land Use Policy Map Amendments and the Willowbrook TOD Specific Plan.

Timeframe: Approximately 6 months

Tasks:

Task 5.1: Using the existing conditions study, parking study, infrastructure study, and DRP-led stakeholder outreach, the Consultant will identify amendments to the General Plan and develop the Draft Land Use Policy Map.

DRP will provide assistance in the development of the Draft General Plan Land Use Policy Map Amendments.

Task 5.2: Using the existing conditions study, parking study, infrastructure study, DRP-led stakeholder outreach, and Draft General Plan Land Use Policy Map Amendments, the Consultant will develop the Draft Willowbrook TOD Specific Plan, which implements the Draft Land Use Policy Map Amendments and meets the specific plan requirements outlined in the California Government Code Section 65450 et seq. At a minimum, the Willowbrook TOD Specific Plan will include the following:

- Zoning Map Amendments
- Zoning Text Amendments (e.g., development standards)
- Design Guidelines
- Mobility Strategy
- Economic Development Strategy
- Capital Improvement Plan

DRP will provide assistance in the development of the draft maps for the Willowbrook TOD Specific Plan.

Task 5.3: After the completion of the Draft General Plan Land Use Policy Map Amendments and Draft Willowbrook TOD Specific Plan, DRP will announce the release of these documents to the public and provide them with the opportunity to comment. DRP will hold another public meeting to present the Draft General Plan Land Use Policy Map Amendments and the Draft Willowbrook TOD Specific Plan, and solicit feedback.

Task 5.4: Based on comments and feedback from public review of the Draft General Plan Land Use Policy Map Amendments and the Draft Willowbrook TOD Specific Plan, the Consultant will prepare the Final General Plan Land Use Policy Map Amendments and the Final Willowbrook TOD Specific Plan.

DRP will provide assistance in the development of the Final General Plan Land Use Policy Map Amendments and the maps for the Final Willowbrook TOD Specific Plan.

Deliverables:

Task No.	Tasks/Deliverables	Responsible Party
Task 5.1	<ul style="list-style-type: none"> Screencheck and Draft General Plan Land Use Policy Map Amendments in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> Provide assistance in the development of the Draft General Plan Land Use Policy Map Amendments. 	DRP
Task 5.2	<ul style="list-style-type: none"> Screencheck and Draft Willowbrook TOD Specific Plan in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> Provide assistance in the development of draft maps for the Willowbrook TOD Specific Plan. 	DRP

Task 5.3	<ul style="list-style-type: none"> Announce release of Draft General Plan Land Use Policy Map Amendments and Draft Willowbrook TOD Specific Plan. Conduct public meeting to solicit comments. 	DRP
Task 5.4	<ul style="list-style-type: none"> Final General Plan Land Use Policy Map Amendments and Final Willowbrook TOD Specific Plan. Final Willowbrook TOD Specific Plan. 	Consultant
	<ul style="list-style-type: none"> Provide assistance in the development of the Final General Plan Land Use Policy Map Amendments and development of maps for the Final Willowbrook TOD Specific Plan. 	DRP

1.4.6 Preparation of CEQA Document

Objective: Develop a CEQA document (EIR anticipated) that substantially reduces the environmental review needed for subsequent projects, in particular, future infill development and infrastructure projects in the TOD. The CEQA document shall also meet all of the requirements set forth in CEQA (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.). Consultant will revise all draft documents to the satisfaction of DRP regardless of the number of review cycles.

Timeframe: Approximately 18 months

Tasks:

Task 6.1: The Consultant will prepare an Initial Study pursuant to CEQA requirements and to the satisfaction of DRP. The Consultant will prepare the Notice of Preparation (NOP) and notice of public scoping meeting. The number of environmental factors to be

analyzed will be determined by the Initial Study and the result of the NOP circulation. Adding new subjects to be analyzed in the EIR that were originally screened out in the Initial Study as a result of NOP comments would be subject to an increase in budget.

DRP will circulate the NOP and notice of scoping meeting, and submit the NOC to the State Clearinghouse, as needed.

The Initial Study and NOP will be completed within one month of completion of the Final General Plan Land Use Policy Map Amendments and the Final Willowbrook TOD Specific Plan.

Task 6.2: The Consultant will conduct one (1) public scoping meeting in the community of Willowbrook.

DRP will send out notices for the scoping meeting, and reserve the venue for the scoping meeting.

Task 6.3: The Consultant will prepare a Screencheck Draft EIR for review by DRP and other County agencies. The Screencheck Draft EIR will include all technical appendices. The traffic study will be conducted according to the County's TS guidelines. Analysis of approximately 25 intersections has been budgeted.

DRP will conduct a review prior to the circulation of the Screencheck Draft EIR to other County agencies. The Consultant will revise the Screencheck Draft EIR to the satisfaction of DRP regardless of the number of review cycles. Consultant's pricing schedule budgets for analysis of up to four alternatives, one of which being the No-Project alternative. Any new required technical analysis resulting from County comments would be subject to an increase in budget.

Task 6.4: The Consultant will prepare a Draft EIR that incorporates all oral and written comments received from County agencies during the Screencheck Draft EIR review process. The Consultant will prepare the Draft EIR to the satisfaction of DRP.

DRP will prepare the Draft EIR distribution list and notify applicable stakeholders. DRP will prepare the Notice of Completion and Environmental Transmittal Form (as required by the State Clearinghouse) and submit these forms, along with the Draft EIR, to the State Clearinghouse. DRP will publish and distribute the Notice of Availability, and file it with the County Clerk.

DRP will hold a hearing examiner meeting to solicit comments on the Draft EIR during the review period.

The Draft EIR will be completed within three months of completion of the Screencheck EIR.

Task 6.5: Following the completion of the public review comment period on the Draft EIR, the Consultant will prepare written responses to comments related to the Draft EIR. The Consultant will revise the responses to incorporate any feedback from DRP. Any new required technical analysis resulting from public comments would be subject to an increase in budget.

Task 6.6: The Consultant will prepare a Draft and Final Mitigation Monitoring and Reporting Program (MMRP) for the mitigation measures identified in the Draft EIR. The MMRP will be prepared in a format approved by DRP. The Consultant will provide a Draft MMRP for DRP review, and prepare a final version to the satisfaction of DRP.

Task 6.7: Upon completion of the responses to the comments, the Consultant will prepare the Final EIR. The Final EIR shall include, but is not limited to, all corrections, additions, and clarifications to the Draft EIR, responses to comments, and the final MMRP. The Consultant will prepare the Final EIR, to the satisfaction of DRP.

Task 6.8: DRP will file the Notice of Determination.

Task No.	Tasks/Deliverables*	Responsible Party
Task 6.1	<ul style="list-style-type: none">Initial study and Notice of Preparation in digital format.	Consultant
	<ul style="list-style-type: none">Submit NOC to State ClearinghouseNoticing and mailing	DRP
Task 6.2	<ul style="list-style-type: none">Scoping meeting agenda, presentation, and notes.	Consultant
	<ul style="list-style-type: none">Noticing and mailingSecure meeting location	DRP

Task 6.3	<ul style="list-style-type: none"> Screencheck Draft EIR in digital format, plus seven (7) hard copies. 	Consultant
Task 6.4	<ul style="list-style-type: none"> Draft EIR in digital format. 	Consultant
	<ul style="list-style-type: none"> Preparation, noticing, posting and mailing for Notice of Completion and Notice of Availability. Hold meeting to solicit comments on the Draft EIR. 	DRP
Task 6.5	<ul style="list-style-type: none"> Responses to comments in digital format. 	Consultant
Task 6.6	<ul style="list-style-type: none"> Draft and Final MMRP in digital format. 	Consultant
Task 6.7	<ul style="list-style-type: none"> Final EIR in digital format. 	Consultant
Task 6.8	<ul style="list-style-type: none"> File Notice of Determination 	DRP

*EIR anticipated

1.4.7 Public Hearings

Objective: Adoption of the General Plan Land Use Policy Amendments and Willowbrook TOD Specific Plan, and certification of the Final EIR. At the request of DRP, Consultant will be available for questions and be present at the Public Hearings. Consultants pricing schedule budgets for one project manager and one subjective expert attending two RPC public hearings and two Board of Supervisors public hearings.

Timeframe: Approximately 5 months

Tasks:

Task 7.1: DRP will prepare public hearing notices, staff reports, and other related information, present the Final General Plan Land Use Policy Map Amendments, Final Willowbrook TOD Specific Plan, and Final EIR before the Regional Planning Commission.

Task 7.2: DRP will prepare public hearing notices, staff reports, and other related information, present the Final General Plan

Amendments, Final Willowbrook TOD Specific Plan, and Final EIR before the Board of Supervisors.

Task No.	Task/Deliverable	Responsible Party
Task 7.1	<ul style="list-style-type: none"> Present General Plan Land Use Policy Map Amendments, Final Willowbrook TOD Specific Plan, and Final EIR in public hearing(s) before the Regional Planning Commission. 	DRP
Task 7.2	<ul style="list-style-type: none"> Present General Plan Land Use Policy Map Amendments, Final Willowbrook TOD Specific Plan, and Final EIR in public hearing(s) before the Los Angeles County Board of Supervisors. 	DRP

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 This scope of work may require modifications to accommodate special tasks which may arise during the course of the contract, including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the contract, the Consultant may be notified in writing of desired changes by the County. Any desired changes must be mutually agreed upon, in writing, between the Consultant and the County.

2.2 The consultant will report directly to the County Project Manager.

- The Consultant shall keep the County Project Manager apprised of the progress of project progress on an ongoing basis, including providing the County with a monthly report describing work progress.
- The County shall provide the Consultant with all in-house documents and information related to the project.
- The Consultant has no authority to require work from the County staff. If the need arises where the Consultant needs assistance

from the County, Consultant shall make a request to be routed through the County Project Manager for action.

- 2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Consultant, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Consultant's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report (Exhibit A.4)

Verbal notification of a contract discrepancy will be made to the Contract Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Consultant.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within five (5) workdays.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

5.0 RESPONSIBILITIES

The County's and the Consultant's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 Furnished Items

- 5.2.1 County Holiday Calendar
- 5.2.2 Background reports and data

CONSULTANT

5.3 Project Manager

- 5.3.1 Consultant shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all work-week days (Monday through Thursday), between 7:00am and

6:00pm, for the duration of the Contract. Consultant shall provide a telephone number where the Project Manager may be reached.

5.3.2 Project Manager shall act as a central point of contact with the County.

5.3.3 Project Manager shall have a minimum of three (3) years of experience, within the last five (5) years, managing equivalent or similar projects.

5.3.4 Project Manager/alternate shall have full authority to act for Consultant on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.4 Personnel

Consultant shall assign a sufficient number of and at least two employees to perform the required work.

5.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by the employee.

5.6 Training

Consultant shall provide training programs for all new employees and continuing in-service training for all employees.

5.7 Consultant's Office

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. The office shall be staffed during the hours of 7 a.m. to 6 p.m., Monday through Thursday, by at least one employee who can respond to inquiries and complaints which may be received about the Consultant's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within

twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.

6.0 WORK SCHEDULES

6.1 Consultant shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

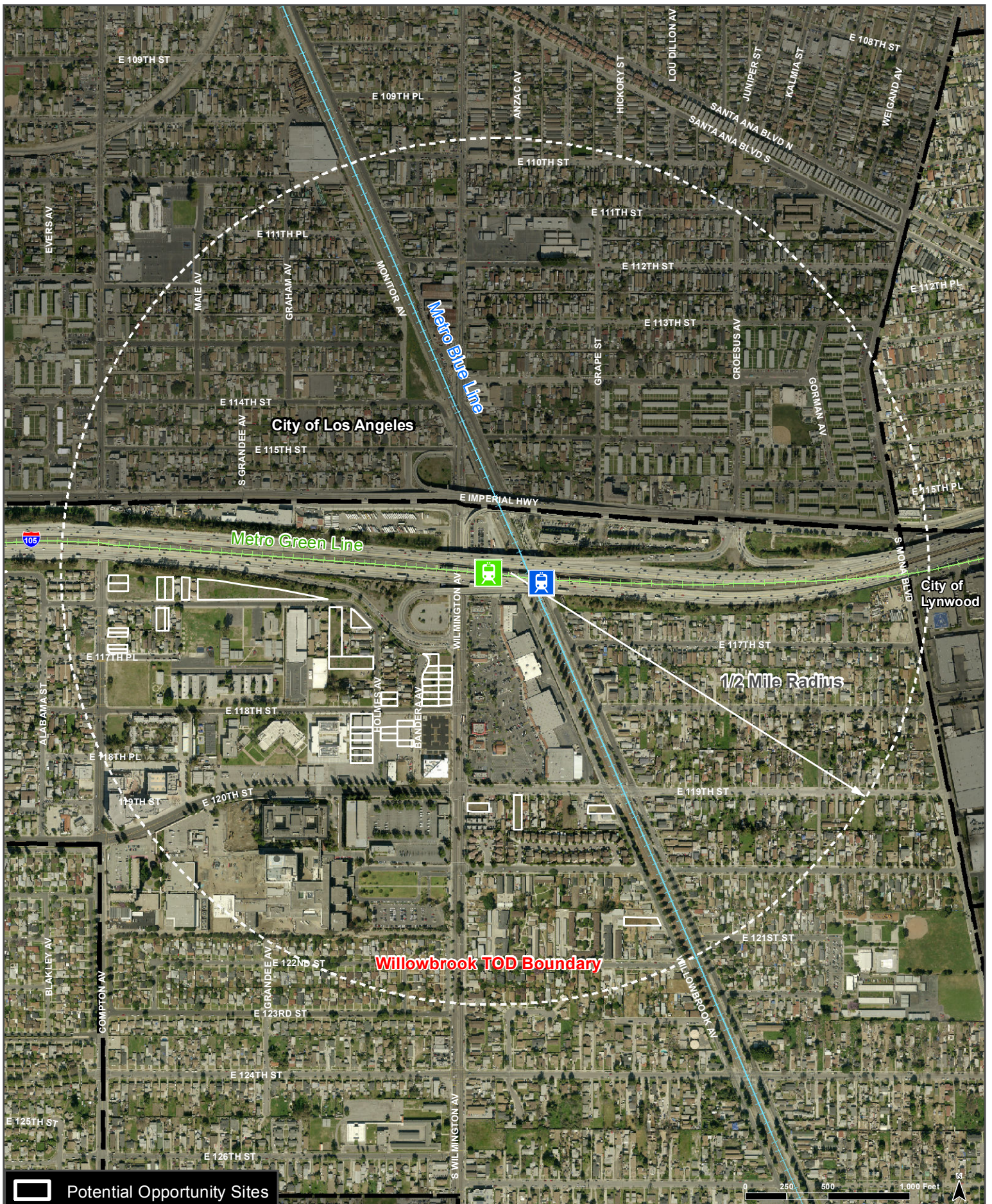
7.0 UNSCHEDULED WORK


- 7.1 The County Project Manager or his/her designee may authorize the Consultant to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 7.2 Prior to performing any unscheduled work, the Consultant shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Consultant's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Consultant shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Consultant shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 7.4 All unscheduled work shall commence on the established specified date. Consultant shall proceed diligently to complete said work within the time allotted.
- 7.5 The County reserves the right to perform unscheduled work itself or assign the work to another consultant.

8.0 GREEN INITIATIVES

- 8.1 Consultant shall use reasonable efforts to initiate ~~%green+~~ practices for environmental and energy conservation benefits.
- 8.2 Consultant shall notify County's Project Manager of Consultant's new green initiatives prior to the contract commencement.

EXHIBIT A.1



 Potential Opportunity Sites

Map 1: Project Area with Opportunity Sites
Willowbrook TOD Specific Plan

Los Angeles County
Department of Regional Planning

Source: Department of Regional Planning, 8/22/2012

EXHIBIT A.2



EXHIBIT A.3

The Arroyo Group Team's Work Plan and Methodology

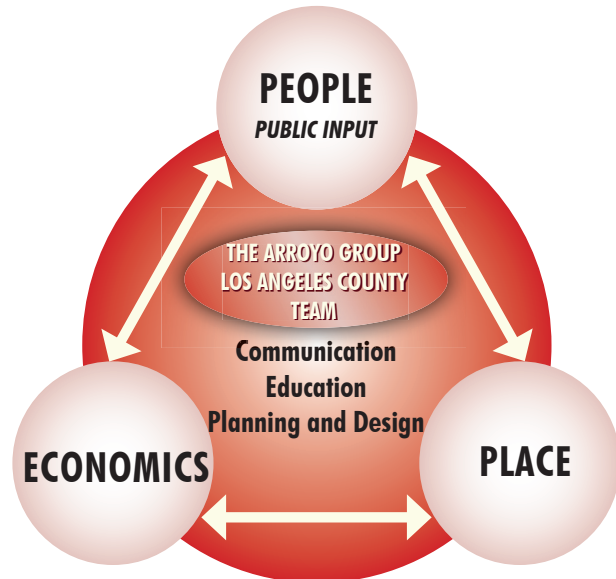
To deal with the complex issues of transit oriented development in a way that will result in an implementable plan, The Arroyo Group will use a planning and design approach and methodology that has been developed and refined through three decades of planning practice. The Arroyo Group has created a record of award-winning, implemented, and constructed plans through utilization of an approach that always balances three key elements: **people (public input)**, **economic realities**, and **place** – the unique physical, natural and contextual setting.

The first element of our approach is **public input**. In this project, we will utilize the results of the County's outreach efforts with the general public, development community, residents and businesses. Through stakeholder analysis and our planning and design experience, we will transform the community's ideas, issues, and vision into implementable strategies for the future. The community's input is an extremely important part of the process, providing values that become an essential foundation for the project, which, in turn, results in projects that receive broad support from the community, developers, and decision-makers.

The second element is **economics**. The Arroyo Group team creates Specific Plans that are realistic in terms of market demand and private sector development feasibility, and provide strategies for implementation actions. Stanley R. Hoffman Associates will provide a sound Economic Development Strategy and Capital Improvement Plan to implement the recommendations of the Specific Plan. Our Specific Plan will address fiscal impact in terms of potential revenues versus cost of infrastructure needed to facilitate private investment or remedy existing project deficiencies. We recognize the importance of identifying incentive tools, opportunities for joint development, and potential funding sources, both public and private, which are available to ensure the success of the plan.

The third element of our approach is to consider the **place**, the unique natural and built context of the Willowbrook community. The Arroyo Group has extensive experience preparing transit-oriented development specific plans, land use and development regulations, and in creating urban design plans that produce pedestrian-friendly public spaces and linkages at and around transit stops. We tailor our recommendations and designs to be compatible with the unique setting of each site, and to be flexible in how they are implemented. Our approach recognizes both the private and public realm as an integrated place by addressing location of land uses and transit stops, and their relationship

to open spaces, parking areas, and public rights-of-way. Our plans emphasize mixed use, pedestrian-friendly, sustainable development patterns. Around the Willowbrook Station, the redevelopment of under-utilized sites to mixed use development that supports transit will allow the County to garner the potentials of increased use of transit, transit-oriented development, new housing options near jobs, as well as environmental benefits.



The Arroyo Group's Approach and Methodology

The Arroyo Group Team's Work Plan is based on the County's Request for Proposals and Work Plan, initial field research, and our project approach, as described previously. Following is a detailed description of the tasks proposed for the project.

TASK 1. PROJECT INITIATION AND COORDINATION

County Objective:

Organize a Task Force, conduct a kick-off meeting, finalize project schedule, and schedule and facilitate quarterly Task Force meetings.

Task 1.1: Organize Task Force and Attend Kick-off Meeting

The Arroyo Group will form a Task Force comprised of Los Angeles County Department of Regional Planning (DRP) staff, other County staff and Metro staff. DRP staff will identify representatives from County agencies, including but not limited to the Department of Public Health, the Department of Parks and Recreation, the Department of Public Works, the Los Angeles County Community Development Commission,

EXHIBIT A.3. APPROACH

the Arts Commission, as well as the Los Angeles County Metropolitan Transit Authority to be included in the Task Force.

The Arroyo Group will schedule and facilitate a kick-off meeting with the Task Force. Key personnel from all team members will attend this meeting. The goals of this kick-off meeting include refining the work program and schedule to best meet the County's needs, and to discuss available project information, recent studies and plans, and other background documents.

Prior to the kick-off meeting, The Arroyo Group will receive and review applicable background documents, plans, and reports related to the study area provided by DRP staff to the planning team. These include, but are not limited to:

- Los Angeles County General Plan;
- Current and ongoing update of the Zoning Code;
- Martin Luther King Medical Center Campus Master Plan & the Willowbrook MLK Wellness Community Vision (June 2012);
- Martin Luther King, Jr. Medical Center and Surrounding Project Area ULI Technical Assistance Panel (June 2009);
- Rosa Parks Metro Station Master Plan & Transit Oriented District (2010);
- SCAG planning efforts and data;
- Available market studies and socioeconomic data;
- Topographic and survey data;
- Available parking counts;
- Employment generation estimates; and
- Other relevant documents.

The Arroyo Group team will prepare a table summarizing recent or current studies, plans, or planning-related efforts, and specific opportunities for coordination with the Task Force, which will be discussed at the kick-off meeting.

At the meeting, the roles and responsibilities of each agency within the Task Force, including type and frequency of required coordination will be discussed and the appropriate contacts for each agency represented in the Task Force will also be confirmed. A DRP Project Manager will also be identified. In addition, the schedule for the quarterly Task Force briefings will be established.

Deliverables

- Kick-off meeting agenda and meeting minutes
- Table summarizing recent or current studies, plans, or planning-related efforts, and specific opportunities for coordination with the Task Force.

Meetings

- One (1) meeting with Task Force

Task 1.2: Finalize Preliminary Work Plan and Project Schedule

Based on the input received at the kick-off meeting, The Arroyo Group will revise and finalize the preliminary work plan and project schedule, as needed.

Deliverables

- Final Work Plan and Project Schedule

Task 1.3: Schedule and Conduct Quarterly Task Force meetings

The Arroyo Group will schedule and conduct quarterly briefings with the Task Force. At these meetings, The Arroyo Group will update the Task Force on the project and solicit feedback. Ten (10) meetings are planned for in this process. Key team members will attend the Task Force meetings as necessary and per the hours provided in the Cost Proposal. For each meeting, The Arroyo Group will prepare meeting agendas and following the meeting, meeting minutes that identify next steps, responsible parties, and deadlines.

The Task Force meetings will be a forum to disseminate information and receive feedback from the various County agencies and departments.

Deliverables

- Ten (10) quarterly Task Force meeting agendas
- Ten (10) sets of meeting minutes

TASK 2. PROJECT MANAGEMENT

County Objective:

Ongoing project management that ensures timely completion of project.

Task 2.1: Provide Ongoing Project Management

The Arroyo Group's management approach provides for an efficient and effective process. Our Project Manager, Simran Malhotra, will serve as the single point coordinator for the project, both with DRP staff and with The Arroyo Group team. The Arroyo Group will manage, supervise, and coordinate with the consultant team throughout the project, including monitoring of the project budget and quality control. The Arroyo Group's Principal-in-Charge, Larry Morrison, will provide general oversight, input and quality control throughout the project. The Arroyo Group will provide monthly progress reports that accompany our team's monthly invoices.

Deliverables

- Monthly progress reports and invoices

TASK 3. RESEARCH AND ANALYSES**County Objective:**

Complete the existing conditions study, parking study, and infrastructure study, which will inform the Willowbrook TOD Specific Plan.

Task 3.1: Prepare Existing Conditions Study

The Arroyo Group will coordinate with DRP staff to obtain necessary GIS and other data for the Specific Plan area and environs. Our scope and budget assume that the County has available up-to-date electronic aerial photographs and topographic surveys of the Specific Plan area at appropriate intervals and scale, and at a resolution required for both area-wide and sub-area planning. It is also assumed that base maps with street rights-of-way, parcel lines, current zoning and land use designations, and other pertinent information will be available in GIS. The Arroyo Group will prepare base maps including GIS shapefiles for the Specific Plan Area to use throughout the project.

As described in Task 1.1, in addition to base map information, The Arroyo Group team will review applicable background documents, plans, and reports related to the study area provided by DRP staff to the planning team. Various team members will also coordinate with the state, county, and local agencies as needed. The team will also conduct site visits as necessary to gain a full understanding of existing conditions.

The Arroyo Group will conduct a site analysis of the Specific Plan area to evaluate existing conditions. In particular, The Metro Green Line and Blue Line Stations, the Kenneth Hahn Plaza, the Willowbrook Library, the Martin Luther King, Jr. Medical Center, the Charles R. Drew University of Medicine and Science, and the Martin Luther King, Jr. Center for Public Health as well as the surrounding residential neighborhoods will be evaluated. The field visit will document current land uses, Characteristics such as building height, lot configuration and utilization, visual identification of building condition, other development constraints and etc. will be identified.

As a part of the Existing Conditions Analysis, Stanley R. Hoffman Associates (SRHA) will review the information from SCAG employment and demographic forecasts for the study area and existing master plan documents and market studies for the study area and synthesize it into a socioeconomic profile

over the Specific Plan planning horizon. This will include an analysis of the types of employment that are expected to grow in the study area, such as: hospital workers, medical office and support personnel, education and research and development employment, and retail, local services and commercial office. Industrial/manufacturing employment is not viewed as a major development opportunity in the study area based on the zoning maps.

The demand potential of commercial uses, along with single and multiple family housing will be presented. Conclusions will be drawn from existing market studies and will be updated through selected interviews with knowledgeable brokers, developers, expert practitioners and local business owners.

SRHA will work closely with County staff to identify the range of existing financing resources – such as, gas taxes, community development block grant resources, Measure A transportation monies, and other General Fund and development impact fee revenues; and identify financing opportunities on the horizon – such as, potential Metro, Economic Development Administration and State monies for TOD projects, potential grants and loans, and post-RDA revenue sources being discussed in the State legislature.

Additionally, the examination of specific sites within the community area and their suitability for TOD-compatible revitalization will be analyzed. This will provide the base information for identifying key opportunity sites during the Specific Planning process that will influence the economic development strategy framework.

Based on the analyses as described above and review of various studies listed above, The Arroyo Group will prepare a comprehensive screencheck Existing Conditions Study for DRP staff review. After incorporation of DRP staff comments, The Arroyo Group will prepare a draft Existing Conditions Study. Any further comments will be incorporated into the Final Existing Conditions Study.

Deliverables

- One (1) electronic editable copy of Screencheck, Draft and Final Existing Conditions Study
- One (1) electronic editable copy of Screencheck, Draft and Final GIS base maps

Task 3.2: Prepare Parking Study

The Mobility Group (TMG) will prepare a parking study that analyzes existing and future parking supply for both vehicles and bicycles. Under the assumption that the Martin Luther King Jr. Medical Center Campus, the Charles Drew

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University facilities, and the various school facilities have self-contained parking programs planned and operated outside of the Willowbrook TOD Study and Specific Plan, this parking study applies to the areas outside these facilities.

TMG will utilize the information and data provided by DRP staff to the extent possible. More specifically, TMG will:

- Prepare an inventory of the existing parking supply by location and type for vehicles and bicycles.
- Conduct a utilization survey to document the current use/demand of parking. TMG proposes to conduct the survey on one weekday and on a Saturday.
- Determine the existing parking surpluses or deficiencies.

After The Arroyo Group team has prepared land use recommendations for the Specific Plan area, The Mobility Group will:

- Identify future parking needs. This will be based on land use growth projections (in numbers of dwelling units and nonresidential land uses by type and square footage), that will be supplied to TMG by the team.
- Identify the planned and needed future parking supply. This will be based on parking code requirements, demand analyses, and shared parking potential.
- Explore and identify feasible parking strategies including park-once and parking maximums.

A Screencheck Parking Study, Draft Parking Study and Final Parking Study along with the necessary maps will be prepared as a part of this task.

Deliverables:

- One (1) electronic editable copy of Screencheck, Draft, and Final parking study and maps in digital format, including GIS shapefiles

Task 3.3: Prepare Infrastructure Study

JMC² will gather existing base infrastructure information. JMC² will contact the Willowbrook area's various agencies (Engineering, Water Purveyors, Gas Company, etc.) in an effort to compile as-built data. JMC² will visit the Specific Plan area taking notes and photos to understand main storm water and utility patterns. JMC² will document existing conditions for the following utilities:

- Sewer
- Transportation
- Waste management
- Stormwater
- Public water
- Open space and recreational spaces

JMC² will utilize the information and data provided by DRP staff to the extent possible.

Based on the land use recommendations for the Specific Plan area prepared by The Arroyo Group team, JMC² will prepare an infrastructure study that will outline necessary infrastructure improvements and include a plan (see Task 5.2) for financing these improvements. All aspects of the site's proposed roadway and utility infrastructure including layout and sizing and what the Specific Plan's direction will mean to that infrastructure will be discussed with the team. JMC² will make recommendations as to how to best protect, upgrade, or abandon the existing infrastructure facilities that feed the Specific Plan area. Work will include written assessments, diagrams, and additional cost estimates, which will also be incorporated into the Specific Plan document in Task 5.2. JMC² will also prepare a civil engineering estimate of probable construction cost for the proposed roadways and project infrastructure.

A Screencheck Infrastructure Study, Draft Infrastructure Study and Final Infrastructure Study along with the necessary maps will be prepared as a part of this task.

Deliverables:

- One (1) electronic editable copy of Screencheck, Draft, and Final infrastructure study and corresponding maps in digital format, including GIS shapefiles.

TASK 4. STAKEHOLDER OUTREACH (DRP RESPONSIBILITY)

Objective

Develop a vision for the Willowbrook TOD through an inclusive, community-driven planning process that informs the General Plan Land Use Policy Map Amendments and the Willowbrook TOD Specific Plan.

Task 4.1: Attend DRP-led Outreach Efforts

Per the RFP, DRP staff will conduct the stakeholder outreach, which will include the following: one (1) public meeting; three (3) public workshops; a focus group meeting with the development community; and a survey of residents and businesses. Also, DRP staff will keep The Arroyo Group apprised of these efforts and provide the consultant team with meeting notes/summaries of each of these meetings. In order to gain a deeper understanding of the communities issues, goals and vision for the area, Staff from The Arroyo Group will attend all the aforementioned outreach events. In addition, Stan Hoffman and Brian Gross from SRHA will participate in the focus groups with the development

community to address the feasibility of various individual and mixed use land use configurations, and the development community's interest in development opportunities, with or without potential subsidies.

The Arroyo Group team will utilize the results of these outreach efforts to inform the development of General Plan Land Use Policy Map Amendments and the Willowbrook TOD Specific Plan.

Meetings

- Five (5) Stakeholder outreach meetings

TASK 5. PREPARATION OF PLANNING DOCUMENTS

Objective:

Use the existing conditions study, parking study, infrastructure study, and DRP-led stakeholder outreach to prepare the General Plan Land Use Policy Map Amendments and the Willowbrook TOD Specific Plan.

Task 5.1: Identify General Plan Amendments and Develop Draft Land Use Policy Map

Using the existing conditions study, existing parking study, existing infrastructure study, and DRP-led stakeholder outreach, The Arroyo Group team will identify amendments to the General Plan and develop the Draft Land Use Policy Map for the Specific Plan area. The community visioning process previously undertaken and documented in the Martin Luther King Medical Center Campus Master Plan & the Willowbrook MLK Wellness Community Vision (June 2012); Martin Luther King, Jr. Medical Center and Surrounding Project Area ULI Technical Assistance Panel (June 2009); and Rosa Parks Metro Station Master Plan & Transit Oriented District (2010) will strongly influence, and be incorporated in, our team's recommendations.

The amendments to the General Plan and the Draft Land Use Policy Map will encourage smart and sustainable development as well as "green" planning concepts. These recommendations will consider both market forces and planning regulations with regard to the location, scope, and type of development best suited for properties throughout the study area and develop recommendations for the following:

- land use mix and location (development nodes, mixed use, transit oriented development, diversity of housing types and price ranges), density (high density, affordable housing and mixed use concepts),
- open space (pocket parks, plazas, greenways, and "green" connections to the MLK Medical Campus, transit stations as well as other facilities in the area),

- community facilities (parks, schools, libraries and connections to these facilities),
- streets (traffic calming, transit and alternative modes of transportation), and
- pedestrian and bicycle routes.

SRHA will assist in developing the land use configurations that have economic development potential, and their compatibility with transit oriented development. Also addressed will be allowable Specific Plan development patterns that can be implemented with or without outside public or private subsidies.

DRP will provide assistance in the development of the Draft General Plan Land Use Policy Map Amendments.

Deliverables:

- One (1) electronic editable copy of Screencheck and Draft General Plan Land Use Policy Map Amendments in digital format, including GIS shapefiles.

Task 5.2: Prepare Draft Willowbrook TOD Specific Plan (Screencheck and Draft)

At this stage, The Arroyo Group team has compiled adequate background information (existing conditions study, parking study, infrastructure study, DRP-led stakeholder outreach, and Draft General Plan Land Use Policy Map Amendments and a Draft Land Use Plan) as well as direction from stakeholders, the general public, and DRP/County staff. With this information, the team will prepare a Screencheck Draft Willowbrook TOD Specific Plan for DRP staff review. This Specific Plan will meet the specific plan requirements outlined in the California Government Code Section 65450 et seq.

The Specific Plan will be an organized, user-friendly document that is highly illustrated and supported with photographs, diagrams, three-dimensional drawings, illustrative site plans, maps, cross sections and tables, and easily understood by the general public, development community and City staff. The contents of the Specific Plan, generally outlined below, may be modified based on insights obtained in tasks 1 through 4.

Introduction. The Introduction chapter will contain the purpose and intent of the Specific Plan, background, plan area, and the relationship of the Specific Plan to the County's Zoning Code, County General Plan, and other applicable documents.

Context. The Context chapter will address current setting of the Specific Plan area and its environs, existing General

Plan and Zoning designations, environmental context, and any other pertinent existing conditions.

Vision, Objectives and Policies. This chapter will describe the community participation process, vision for the Specific Plan area, and contain the objectives and policies for the Specific Plan. The objectives and policies will provide direction to decision-makers and set the stage for recommendations in the Specific Plan that guide the future development of transit oriented development, commercial, residential, civic and mixed uses in the Specific Plan area.

Urban Design Framework. The Urban Design Framework is a key chapter of the Specific Plan in that it will be based upon the vision and will establish a clear identity for the Specific Plan area. The urban design framework will recognize both the private and public realm as an integrated place by addressing location of land uses and their relationship to open spaces, plazas, community gardens, and public rights-of-way as well as the strong relationship between the natural and built environment.

Pedestrian and 'green' connections with MLK Medical Center, Drew University, as well as the Green Line and Blue Line transit stations will be strengthened. In addition, the Urban Design Framework will address the goal for achieving a new urban form that is more compact, promotes wellness, and has "complete neighborhoods" where a diversity of essential mix of land uses (mixed use retail, residential, recreational etc.) are within close walking distance of homes and work.

Specific Plan Zoning and Development Standards. The Specific Plan Zoning section will guide future development in the Specific Plan area. The land uses in the area will promote mixed use projects at high activity centers within the TOD area. This chapter will set forth the standards for development, including density, height, lot size, setbacks, vehicular and pedestrian access, open space, parking, landscaping for private development, affordable housing requirements, etc that will make the envisioned urban form a reality. The development standards along with the design guidelines noted below will also consider adjacency issues with the residential neighborhoods and transit lines within the planning area.

"Green" planning techniques at the neighborhood level will be encouraged throughout the document. The development standards will include incentives that will encourage green spaces, increase in tree canopy, integration of common open spaces with the larger neighborhood network, and other goals for achieving the plan's vision.

Design Guidelines. The Design Guidelines chapter will describe and illustrate the desired character for infill and new development. The guidelines will address the applicable planning and design issues of site planning and architecture, and compatibility with residential neighborhoods, etc.

Site planning issues include:

Site layout and orientation; street edge conditions and buffering techniques; relationship with adjacent uses; site access; pedestrian circulation and connections; plazas and courtyards; environmental considerations including views, solar orientation, topography, grading and vegetation; outdoor storage and service areas; refuse collection facilities; utility and mechanical equipment; site amenities; exterior lighting; and landscaping.

Architectural issues include:

High quality "green" architecture, architectural style; scale, mass and form; building façade and elevation design; building elements; historic architectural styles; building modulation, articulation and detailing; outdoor dining; materials and finishes; color and texture; and corporate identity among others.

Examples of development showing both appropriate and inappropriate responses to the guidelines noted above will also be included. This will assist property owners, developers and city officials in understanding the intent of these guidelines.

Landscape issues include:

Landscape setbacks; screening, parking lots; patios; drought-resistant native plants; drip irrigation methods; and recycling and replenishment of water. Guidelines will note plant material palettes and minimum requirements.

Transportation (Mobility). TMG will prepare the Mobility Strategy (transportation section) of the Specific Plan. This will address multi-modal mobility and complete street concepts, in the following transportation categories:

- Transit Access/Circulation
- Bicycle Circulation
- Pedestrian Circulation
- Vehicular Circulation
- Parking

Analysis and recommendations developed in earlier tasks will be incorporated as appropriate in this chapter. This work will include identification of transportation infrastructure needs, and inputs to Capital Improvement Plan.

Streetscapes and Public Improvements. This section will contain design guidelines for public rights-of-way to include low impact development, pedestrian, irrigation, lighting, and street furniture.

Infrastructure Improvements. This chapter will include all aspects of the site's proposed roadway and utility infrastructure and what the Specific Plan's direction will mean to that infrastructure. Analysis and recommendations developed in Task 3.3 will be incorporated as appropriate in this chapter.

This chapter will also address NPDES regulations as well as the Water Conservation Act of 2009, by including requirements for drought-resistant native plants, drip irrigation methods and recycling and replenishment of water.

Economic Development Strategy and Capital Improvement Plan. One of the most important elements of the Specific Plan is identifying the economic development strategies that will facilitate the desired community vision articulated in the Specific Plan. In this task, SRHA will also identify public financing and economic incentive methods for implementing the capital improvement strategy in the Specific Plan. This becomes all the more critical given the sharp decline in public funding potential and the importance of capturing future growth as the economy recovers.

This task will evaluate the range of public and private financing techniques that could be used as part of the implementation strategy for the CIP. Traditional value capture techniques will be reviewed with the community, and applied to the Specific Plan. Relevant value capture techniques include: land use incentive strategies, exactions, assessments, financing initiatives, and innovative public-private partnerships.

SRHA will use a land use financial feasibility analysis to evaluate the most promising value capture techniques. Land use financial feasibility analysis, using the "developer's pro forma" approach, provides a framework for understanding the economic impact of land use regulations integral to the Specific Plan. The feasibility analysis integrates prevailing regulations, incentives, and assessments into a financial analysis used by real estate developers to assess the probability of sustainable real estate investment in the Willowbrook TOD planning area. The land use feasibility analysis will support both the Capital Improvement Plan and Economic Development Strategy by providing estimates of land values and improvement values that fully reflect the development potential and fiscal revenue potential of the Specific Plan area.

A series of five prototypical pro formas will be prepared to show the market support for potential land use types that may be proposed for the study area, including higher density residential, medical offices, educational facilities and mixed use residential and retail that may be located along major corridors or near the light-rail transit centers. The pro forma analysis will examine the financial feasibility with and without estimated incentives and assessments.

The Capital Improvement Plan ("the CIP") will compile the required public infrastructure and related costs developed by the team's design and engineering professionals to implement the Specific Plan. The CIP will identify which projects are essential to attract private investment within the Specific Plan area, and which projects can be opportunistically completed based on rising economic conditions. Based on the existing financial ability of the public and private sector revenue sources, the CIP will integrate existing county CIP goals with area-specific infrastructure needs. In discussion with County staff, the team will prepare a five-year funding plan in addition to prioritizing CIP goals and objectives over the anticipated build out of the Specific Plan area.

The CIP will be an implementation component of the Economic Development Strategy plan that will address key issues and opportunities, available land supply and infrastructure, and financing tools available for implementation.

DRP will provide assistance in the development of the draft maps for the Willowbrook TOD Specific Plan. DRP will provide one set of comments to The Arroyo Group for the Screencheck Specific Plan and one set of comments for the Draft Specific Plan.

Deliverables:

- One (1) editable electronic copy of Screencheck and Draft Willowbrook TOD Specific Plan in digital format, including GIS shapefiles.

Task 5.3: Attend DRP-led Public Meeting to Present Draft Specific Plan

After the completion of the Draft General Plan Land Use Policy Map Amendments and Draft Willowbrook TOD Specific Plan, DRP staff will announce the release of these documents to the public and provide them with the opportunity to comment. Per the RFP, DRP will hold another public meeting to present the Draft General Plan Land Use Policy Map Amendments and the Draft Willowbrook TOD Specific Plan, and solicit feedback. This feedback will be provided to The Arroyo Group team in the form of meeting

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notes/summary. In addition, staff from The Arroyo Group will attend this meeting.

Meetings

- One (1) Public meeting

Task 5.4: Prepare Final Willowbrook TOD Specific Plan and General Plan Amendments

Based on comments and feedback from public review of the Draft General Plan Land Use Policy Map Amendments and the Draft Willowbrook TOD Specific Plan, The Arroyo Group team will prepare the Final General Plan Land Use Policy Map Amendments and the Final Willowbrook TOD Specific Plan. It is assumed that DRP staff will provide one set of compiled written comments to The Arroyo Group team.

Per the RFP, DRP will provide assistance in the development of the Final General Plan Land Use Policy Map Amendments and the maps for the Final Willowbrook TOD Specific Plan.

Deliverables:

- One (1) editable electronic copy of Final General Plan Land Use Policy Map Amendments and Final Willowbrook TOD Specific Plan.

TASK 6. PREPARATION OF CEQA DOCUMENT

County Objective:

Develop a CEQA document (EIR anticipated) that substantially reduces the environmental review needed for subsequent projects, in particular, future infill development and infrastructure projects in the TOD. The CEQA document shall also meet all of the requirements set forth in CEQA (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.).

CEQA Methodology:

Based on review of the Request for Proposals (RFP) and our team's recent experience preparing Program EIRs for Specific Plans, the County of Los Angeles Department of Regional Planning (DRP) needs a Program EIR for the Willowbrook Transit Oriented District (TOD) Specific Plan that is flexible, customized to cover future developments, and include mitigation monitoring programs for a range of future development projects. Thus, The Arroyo Group team will prepare a Program EIR that will reduce the need for future project EIRs and multiple technical reports.

This Program EIR will streamline future projects to tier from this Program EIR and essentially minimize future environmental review for most environmental issues. To

accomplish this, our methodology is to encompass and analyze the maximum envelope of impacts so that issues only have to be addressed once. Traffic, air quality and noise are good examples of topics that can be analyzed for a larger, overall project (e.g., specific plan), and as long as future site-specific development projects fall within the assumptions of that analysis, follow-up technical studies would not likely be required. For example, the Program EIR can address all future transit oriented development traffic that could be generated and as long as the assumptions do not change, no further analysis would be required.

Our team's methodology also includes crafting mitigation in the Program EIR to include 'performance standards' required for future development; e.g., if defined standards are met, then impacts would be presumed to be less than significant, and any further analysis would be limited to demonstrating compliance with applicable performance standards. Only if future site-specific projects propose development that would exceed the performance standards set forth in the Willowbrook TOD Specific Plan EIR, a supplemental or subsequent Environmental Impact Report (EIR) could be required. It has been our experience that few, if any, site-specific development projects consistent with an adopted Specific Plan will need more than an Addendum to the original Program EIR. As much as possible, our team would frame the Program EIR to be designed to function as a 'Project level EIR' for portions of the project for which adequate detail is available at the time of preparation of the Program EIR.

By applying this Program EIR approach, the County will have front-loaded the comprehensive technical studies and will be prepared to streamline the implementation process that saves considerable time and costs. Understanding the analysis of the environmental reports, and knowing what technical studies will need to be undertaken, applicants can incorporate mitigation requirements upfront, thus reducing review and approval time.

Finally, our team understands the Willowbrook TOD Specific Plan will be developed from the ideas and vision set forth in the Martin Luther King, Jr. Medical Center Campus Master Plan, Metro's Rosa Parks Station Study, as well as concurrent initiatives by the Arts Commission, Department of Public Works, Community Development Commission, Department of Parks and Recreation, and Department of Public Health. To the maximum extent possible, ESA will utilize the existing environmental studies that have already been completed within the study area, including the Martin Luther King Medical Center Campus Redevelopment Draft EIR (August 31, 2010).

Task 6.1: Prepare an Initial Study, Notice of Preparation (NOP) and Notice of Public Scoping Meeting

At the onset of the CEQA process, ESA will hold one (1) meeting with DRP staff to re-confirm the program EIR scope and confirm roles and responsibilities associated with the CEQA process.

The **project description** is a key part of the Program EIR, because it is the foundation upon which the environmental analysis rests. ESA will prepare an initial project description that meets CEQA requirements and is based on the preferred development plan in the Willowbrook TOD Specific Plan for DRP staff review at the outset of EIR preparation. The project description will include adequate detail to permit the required analysis.

An **Initial Study** and **Notice of Preparation (NOP)** will be prepared that will describe expected issues and analysis to be provided in the Program EIR and the reasons for determining that certain environmental effects, if any, will not be significant. The NOP will indicate that an EIR is in preparation, and request guidance from agencies and the public regarding the scope and content of the information to be included in the EIR. The NOP will include a brief description of the project, and will identify the process for completing the EIR. The NOP will be prepared in the County's standard format, and will include **notice of the public scoping meeting** to be held during the NOP public review period.

The draft Initial Study/NOP and scoping meeting notice will be submitted to the DRP staff for review. Based on staff comments, ESA will revise the Initial Study/NOP and scoping meeting notice prior to distribution by the DRP staff.

Deliverables

- One (1) editable electronic copy of the Initial Study and Notice of Preparation

Meetings

- One (1) meeting with DRP staff Staff

Task 6.2: Conduct one (1) Public Scoping Meeting

One (1) scoping meeting is planned in the Community of Willowbrook. ESA will prepare agendas/public comment forms, and sign-in sheets, and will conduct the public scoping meeting in compliance with CEQA Public Resources Code Section 21083.9. The scoping meeting will occur prior to the end of the 30-day public review period on the NOP. The purpose of the scoping meeting will be to provide agencies and the public the opportunity to have input into the proposed content of the EIR. The scoping meeting will also provide

a preview of any environmental concerns the agencies or public may have. The DRP will distribute the notices for, and reserve the venue for the scoping meeting.

Deliverables

- One (1) editable electronic copy of the scoping agenda, presentation, and scoping meeting notes

Meetings

- Public Scoping Meeting

Task 6.3 – Prepare Screencheck Draft Program EIR and Associated Technical Studies

ESA will prepare a Screencheck version of the Draft Program EIR for DRP staff review that will include the following, but not be limited to:

Table of Contents, providing a list of the contents, tables, and figures.

Executive Summary, summarizing project background, objectives, and project description and alternatives, and include a table listing each significant impact, mitigation measures, and residual impacts (if any). Any known areas of controversy will be noted, as well as issues to be resolved.

Introduction, describing the project background, the project purpose and need, the EIR process, and discuss areas of controversy, proposed actions, and issues to be resolved.

Environmental Setting, summarizing the Willowbrook TOD Specific Plan's local and regional setting (in accordance with CEQA Guidelines Section 15125). The setting will be described based upon the time that the NOP is published.

Project Description, including the project description prepared in Task 6.1, above.

Environmental Impact Analysis, setting forth existing environmental information about the Willowbrook TOD Specific Plan and adjacent lands, utilizing existing resources and previous analyses prepared, whenever possible. Existing conditions sections will be sufficiently detailed to allow a comprehensive impact analysis.

The impact analysis portions of the Program EIR will comply with CEQA Guidelines Section 15126.2 and provide a discussion of criteria for significance determination, direct and indirect and short- and long-term impacts, and levels of significance. Appendix G in the CEQA Guidelines (Title 14, CCR) will be used to determine thresholds of significance, as well as applicable local, regional, state and federal standards. Measures necessary to mitigate significant impacts will be

presented for each issue area. Each mitigation measure will be characterized as either (1) proposed as part of the Willowbrook TOD Specific Plan or (2) recommended for implementation. The approach to each issue area will be as follows: potential issues areas will be as follows, but not limited to:

Aesthetics. The impacts including potential loss of views and effects of site lighting on motorists and residents in the surrounding area will be evaluated. Policies provided in the Willowbrook TOD Specific Plan, General Plan and standard County requirements will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures for aesthetic, visual and scenic resources will be proposed where necessary to reduce significant effects.

Air Quality. A screening-level air quality analysis will focus on air quality effects, including health risks, and will address cumulative effects. The analysis will discuss the regional and local air quality setting, ambient air monitoring data, and current air quality management efforts and identify any sensitive air pollutant receptors along with major existing sources of air pollutants. Construction and operational air emissions would be estimated using the California Emissions and Estimator Model emissions inventory model developed by the South Coast Air Quality Management District. Mitigation will be proposed where necessary to reduce significant impacts.

Cultural Resources. A records search will be performed to determine the presence of sensitive cultural resources. Literature and site records on file at the South Coast Information Center will be reviewed. Other sources that will be reviewed include the California Points of Historic Interest, California Historical Landmarks, California Register of Historical Resources, National Register of Historic Places, and California State Historic Resources Inventory. Measures will be recommended to reduce or avoid sensitive archaeological and paleontological resources. No field survey work will be performed. ESA will assist the County with tribal coordination as may be required under SB 18.

Biological Resources. A California Natural Diversity Database search and review of other available planning documents and information will be conducted including the Multiple Habitat Conservation Program, aerial photographs, regional vegetation data, and the U.S. Fish and Wildlife federally designated critical habitat. A list of potentially occurring special status species will be compiled and measures proposed that would avoid, minimize, and/or

mitigate for identified significant impacts will be included. No field survey work will be conducted.

Geology/Soils. The Specific Plan will be evaluated for compatibility with identified geological constraints. Policies provided in the Specific Plan, General Plan and standard County requirements will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed if necessary to reduce significant effects. This analysis will be based on readily available information, and will not entail site-specific analysis of conditions.

Greenhouse Gas Emissions. The analysis of greenhouse gas (GHG) emissions associated with the Specific Plan would be considered on a cumulative basis. Construction and operational GHG emissions will be estimated using the CALEEMod model. Mobile and stationary sources will be reviewed. The analysis will consider the numeric level of emissions generated by the actions items proposed in the Willowbrook TOD Specific Plan to a “business as usual” scenario, to determine compliance with the required reductions in GHG under AB 32.

Hazards and Hazardous Materials. Public health and safety impacts that may result from development of the Specific Plan will be evaluated. Policies provided in the Willowbrook TOD Specific Plan, General Plan and standard County requirements will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects. The analysis will be based on readily available information, and will not entail site-specific analysis of conditions.

Hydrology and Water Quality. The Specific Plan will be evaluated for compatibility with current regulatory requirements regarding water quality. Potential sources of non-point stormwater runoff will be identified and mitigation measures provided to reduce potential impacts to receiving waters. Current NPDES requirements will be discussed. ESA will consult with the County and service providers to determine whether the project will have a significant effect on potable water supplies; preparation of a water supply assessment is not part of this scope of work. Policies provided in the Willowbrook TOD Specific Plan, County General Plan, and standard County requirements will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed if necessary to reduce any significant effects.

The analysis will be based on readily available information, and will not entail site-specific analysis of conditions.

Land Use and Planning. The Willowbrook TOD Specific Plan will be evaluated for compatibility with adjacent and surrounding land uses, as well as for consistency with local and regional goals, policies, and regulations. Policies and guidelines provided in the Willowbrook TOD Specific Plan, County General Plan and standard County requirements will be evaluated as to its effect of mitigating or avoiding any potentially significant effects. Other relevant planning documents will be reviewed to assure the proposed Willowbrook TOD Specific Plan is consistent. Additional mitigation measures will be proposed if necessary to reduce any significant effects.

Noise. The Willowbrook TOD Specific Plan will likely accommodate new residential construction that would result in new noise sensitive receptors, and may also include additional noise sources that could affect existing noise-sensitive receptors in the study area. Using the traffic analysis prepared for the Willowbrook TOD Specific Plan, ambient and projected traffic noise levels will be determined. Policies provided in the Willowbrook TOD Specific Plan, County General Plan and standard County requirements will be evaluated as to its effect of mitigating or avoiding significant effects. Based on County noise standards, mitigation measures will be identified. Cumulative noise impacts will be assessed with reference to the change in noise levels at noise-sensitive locations and to noise/land use compatibility guidelines contained in the County's Noise Element and development code. No field noise measurements will be conducted as part of this scope of work.

Population and Housing. Population growth or displace housing or people necessitating the construction of replacement housing may occur as a result of development improvements. Policies provided in the proposed Willowbrook TOD Specific Plan will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed if needed to reduce significant effects.

Public Services and Facilities. The impact of the proposed Willowbrook TOD Specific Plan on existing schools, fire and police services, emergency medical services, library services, and solid waste disposal will be described and quantified in terms of increased service demand where service agencies can provide impact generation factors to be applied. Affected service agencies will be consulted. Policies provided in the Willowbrook TOD Specific Plan, County General Plan and standard County requirements

will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed if needed to reduce significant effects.

Recreation. If potential impacts of the Specific Plan on parks, open space, and recreation facilities are not screened out in the Initial Study, these impacts will be evaluated in the EIR. Policies provided in the Willowbrook TOD Specific Plan, County General Plan and standard County requirements will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed if needed to reduce significant effects.

Transportation and Circulation. The Mobility Group will prepare a Traffic Study for inclusion as an appendix in the Willowbrook TOD Specific Plan EIR.

The study will be conducted according to the County of Los Angeles Traffic Study Guidelines. It will address street intersections, Congestion Management Plan (CMP) analysis for arterials, freeways and transit, and feasible mitigations and infrastructure improvements. For budgeting purposes it has been assumed that approximately 25 intersection locations will be addressed by the study.

The findings of this traffic study will be summarized in the EIR. The EIR will also incorporate mitigation measures from the traffic study.

Utilities and Service Systems. Potential impacts associated with utilities and service systems (water, sewer, electricity, natural gas, solid waste collection) will be evaluated. Service demands will be quantified, where possible, and the impact on existing utility systems will be described. ESA will consult with utility providers. Policies provided in the Willowbrook TOD Specific Plan, General Plan and standard County requirements will be evaluated as to its effect of mitigating or avoiding significant effects. Additional mitigation measures will be proposed if needed to reduce any significant effects.

Energy Conservation. ESA will summarize the potential energy use of the proposed actions of the Willowbrook TOD Specific Plan, to the extent feasible. This discussion will include potential conservation measures that may reduce inefficient and wasteful consumption of energy.

Alternatives. Project alternatives will be prepared pursuant to CEQA Guidelines Section 15126.6, and will include up to four (4) alternatives: a No Project alternative and three

(3) alternatives aimed at reducing or avoiding significant effects of the proposed project (e.g., traffic or air quality). The EIR will discuss the rationale for selecting the alternatives, explain why any other alternatives were dismissed from further study, and will identify the environmentally superior alternative.

CEQA Mandated Sections. A discussion of the effects not found to be significant, growth inducing effects, significant irreversible effects, and significant and unavoidable environmental impacts will be prepared. Separate sections will include a discussion of cumulative impacts, a list of preparers and persons and organizations contacted, and a list of references.

Deliverables

- Seven (7) hard copies and one (1) editable electronic copy of the Screencheck Draft EIR and associated technical studies

Task 6.4: Prepare Draft EIR and Attend DRP-led Public Meeting to present Draft EIR

Subsequent to County agencies' satisfaction of the Screencheck Draft Program EIR, ESA will prepare a Draft Program EIR for submittal to the DRP, which incorporates all additions and changes identified by the County agencies during review of the Screencheck Draft Program EIR. ESA will revise the Draft Program EIR to the satisfaction of County staff.

ESA will attend and make presentation(s) as requested by the DRP staff at a DRP-led meeting to present the Draft EIR. ESA will prepare a PowerPoint presentation outlining the CEQA process, nature of a Program EIR, differences between the CEQA and planning review processes, and a summary of EIR analyses and findings.

The DRP staff will prepare the Draft EIR distribution list and notify applicable stakeholders. The DRP staff will prepare the Notice of Completion and Environmental Transmittal Form (as required by the State Clearinghouse) and submit these forms, along with the Draft EIR, to the State Clearinghouse. The DRP staff will publish and distribute the Notice of Availability, and file it with the County Clerk.

Deliverables

- One (1) editable electronic copy of the Draft EIR

Meetings

- Meeting to solicit comments on Draft EIR

Task 6.5: Prepare Response to Comments

Once the mandatory 45-day public circulation period has ended, ESA will meet with DRP staff to review the comment letters received on the Draft Program EIR and discuss direction for responses to comments. ESA will then prepare the responses to comments document, which will be submitted to the DRP staff for review. ESA will then make any required revisions / additions and include the responses to comments in the Final Program EIR (Task 6.7).

Deliverables

- One (1) editable electronic copy of the Response to Comments

Task 6.6: Prepare Mitigation Monitoring and Reporting Program

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared for the Program EIR. Based on the DRP staff's preference, the MMRP can be a stand-alone document or prepared as part of the Final Program EIR. The MMRP will contain a compilation of mitigation measures presented in the Program EIR. It will include an identification of all mitigation measures, responsible parties, timing or phasing, and enforcement parties. This will be presented in a matrix format. The MMRP will be submitted to the DRP staff for review and comment prior to finalization. The mitigation measures and the MMRP will be fully consistent with County policies and programs, and will meet the requirements of Section 21081.6(a) of the Public Resources Code.

Deliverables

- One (1) editable electronic copy of the MMRP

Task 6.7: Prepare Final EIR

Revisions to the Draft Program EIR will be made, if necessary, based on public and agency comments and in collaboration with DRP staff. The changes will be identified in a strikeout and underline format in the Final Program EIR. New analysis is not included in the cost estimate for the Final Program EIR. The Final EIR will include all corrections, additions, and clarifications to the Draft Program EIR, responses to comments, and the MMRP. The DRP staff will be responsible for filing the Notice of Determination.

Deliverables

- One (1) editable electronic copy of the Final EIR.

Task 6.8: File Notice of Determination (DRP responsibility)

Following certification of the Final Program EIR and final action on the Willowbrook Transit Oriented District

Specific Plan, the DRP staff will file the required Notice of Determination.

Deliverables

- Notice of Determination

TASK 7. PUBLIC HEARINGS (DRP responsibility)

County Objective:

Adoption of the General Plan Land Use Policy Amendments and Willowbrook TOD Specific Plan, and certification of the Final EIR.

Task 7.1: Attend Regional Planning Commission Hearings

DRP staff will prepare public hearing notices, staff reports, and other related information, present the Final General Plan Land Use Policy Map Amendments, Final Willowbrook TOD Specific Plan, and Final EIR before the Regional Planning Commission. The Arroyo Group Project Manager, ESA Principal and/or Project Manager, and TMG Project Principal will attend two public hearings with the Regional Planning Commission.

Meetings/Public Hearings

- Two (2) Regional Planning Commission hearings

Task 7.2: Attend Los Angeles County Board of Supervisors Hearings

DRP staff will prepare public hearing notices, staff reports, and other related information; present the Final General Plan Amendments, Final Willowbrook TOD Specific Plan, and Final EIR before the Board of Supervisors. The Arroyo Group Project Manager, ESA Principal and/or Project Manager, and TMG Project Principal will attend two public hearings with the Board of Supervisors.

Meetings/Public Hearings

- Two (2) Los Angeles County Board of Supervisors hearings

EXHIBIT A.4

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: none; border-top: 1px solid black;"/> Signature of County Representative	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: none; border-top: 1px solid black;"/> Date
--	--

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: none; border-top: 1px solid black;"/> Signature of Contractor Representative	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: none; border-top: 1px solid black;"/> Date
--	--

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____ Signature of Contractor Representative	_____ Date
---	---------------

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**CONTRACT EXHIBIT B
PRICING SCHEDULE**

COUNTY OF LOS ANGELES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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		Principal-In-Charge	Principal/Project Manager	Senior Associate	GIS/Technical Support	Graphics/Support		STANLEY R. HOFFMAN ASSOCIATES Economics - Market and Fiscal																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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Notes: 1. Non-labor expenses will be billed as incurred with each monthly invoice. Non-labor expenditures may include, but are not limited to, travel, mailing and delivery, printing and document reproduction, production/meeting materials, equipment rentals, meals, etc.

CONTRACT EXHIBIT C
CONTRACTOR'S PROPOSED SCHEDULE

THE ARROYO GROUP TEAM PROJECT SCHEDULE FOR THE WILLOWBROOK TOD SPECIFIC PLAN

TASKS		2014												2015												2016					
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
TASK 1	PROJECT INITIATION AND COORDINATION																														
1.1	Organize Task Force and Attend Kick-off Meeting																														
1.2	Finalize Preliminary Work Plan and Project Schedule																														
1.3	Schedule and Conduct Quarterly Task Force Meetings																														
TASK 2	PROJECT MANAGEMENT																														
2.1	Provide Ongoing Project Management																														
TASK 3	RESEARCH AND ANALYSIS																														
3.1	Prepare Existing Conditions Study																														
3.2	Prepare Parking Study																														
3.3	Prepare Infrastructure Study																														
TASK 4	STAKEHOLDER OUTREACH (DRP RESPONSIBILITY)																														
4.1	Attend DRP-led Outreach Efforts																														
TASK 5	PREPARATION OF PLANNING DOCUMENTS																														
5.1	Identify General Plan Amendments & Develop Draft Land Use Policy Map																														
5.2	Prepare Draft Willowbrook TOD Specific Plan (Screencheck, DRP Review & Draft)																														
5.3	Attend DRP-led Public Meeting to Present Draft Specific Plan																														
5.4	Prepare Final Willowbrook TOD Specific Plan and General Plan Amendments																														
TASK 6	PREPARATION OF CEQA DOCUMENTATION																														
6.1	Prepare Initial Study, Notice of Preparation (NOP) and Notice of Scoping Meeting																														
6.2	Conduct One Public Scoping Meeting																														
6.3	Prepare Screencheck Draft Program EIR & Associated Technical Studies																														
6.4	Prepare Draft EIR and Attend DRP-led public meeting to present Draft EIR																														
6.5	Prepare Response to Comments																														
6.6	Prepare Mitigation Monitoring and Reporting Program (MMRP)																														
6.7	Prepare Final EIR																														
6.8	File Notice of Determination - DRP Responsibility																														
TASK 7	PUBLIC HEARINGS (DRP RESPONSIBILITY)																														
7.1	Regional Planning Commission Hearings																														
7.2	LA County Board of Supervisors Hearings																														

Note: Dates of submittal of key deliverables are identified where applicable.

**CONTRACT EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION**

The Arroyo Group

Contractor Name

16 North Marengo Avenue, Suite 405, Pasadena, CA 91101

Address

95-3051692

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

for

Larry B. Morrison

SIMRAN MALHOTRA, PRINCIPAL

Authorized Official's Printed Name and Title



Authorized Official's Signature

12-12-2013

Date

**CONTRACT EXHIBIT E
COUNTY'S ADMINISTRATION**

COUNTY PROJECT DIRECTOR:

Name: Mr. Mark Child
Title: Acting Deputy Director
Address: 320 W. Temple Street, 13th Floor
Los Angeles, CA 90012
Telephone: (213) 974-6457 Facsimile: (213) 974-6384
E-Mail Address: mchild@planning.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Connie Chung
Title: Supervising Regional Planner
Address: 320 W. Temple Street, 13th Floor
Los Angeles, CA 90012
Telephone: (213) 974-6417 Facsimile: (213) 974-6384
E-Mail Address: cchung@planning.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Ms. Hsiao-Ching Chen
Title: Contract Manager
Address: 320 W. Temple Street, Room 1383
Los Angeles, CA 90012
Telephone: (213) 974-6559 Facsimile: (213) 974-6384
E-Mail Address: hchen@planning.lacounty.gov

**CONTRACT EXHIBIT F
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: The Arroyo Group

CONTRACTOR'S PROJECT MANAGER:

Name: Simran Malhotra
Title: Principal
Address: 16 North Marengo Avenue, Suite 405, Pasadena, CA 91101

Telephone: 626-584-8946
Facsimile: 626-584-0519
E-Mail Address: simran@arroyogroup.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Larry B. Morrison
Title: Principal
Address: 16 North Marengo Avenue, Suite 405, Pasadena, CA 91101

Telephone: 626-584-8944
Facsimile: 626-584-0519
E-Mail Address: larry@arroyogroup.com

Name: Simran Malhotra
Title: Principal
Address: 16 North Marengo Avenue, Suite 405
Pasadena, CA 91101

Telephone: 626-584-8946
Facsimile: 626-584-0519
E-Mail Address: Simran@arroyogroup.com

Notices to Contractor shall be sent to the following:

Name: Simran Malhotra
Title: Principal
Address: 16 North Marengo Avenue, Suite 405
Pasadena, CA 91101

Telephone: 626-584-8946
Facsimile: 626-584-0519
E-Mail Address: simran@arroyogroup.com

CONTRACT EXHIBIT G1
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME The Arroyo Group Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

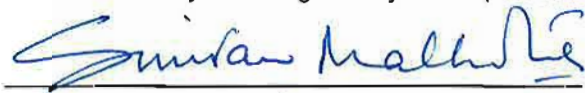
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE: 12/12/13

PRINTED NAME:

for Larry B. Morrison (SIMRAN MALHOTRA)

POSITION:

Principal

**CONTRACT EXHIBIT G2
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name The Arroyo Group Contract No. _____

Non-Employee Name ESA

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: 

DATE: 12/12/13

PRINTED NAME: Diana Hansen

POSITION: VP

**CONTRACT EXHIBIT G2
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name The Arroyo Group Contract No. _____

Non-Employee Name Stanley R. Hoffman Associates

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: 

DATE: 12 / 11 / 2013

PRINTED NAME: Stanley R. Hoffman

POSITION: President

CONTRACT EXHIBIT G2
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name The Arroyo Group Contract No. _____
Non-Employee Name The Mobility Group

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: J. Michael Bates

DATE: 12/11/13

PRINTED NAME: J. MICHAEL BATES

POSITION: PRESIDENT

CONTRACT EXHIBIT G2
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name The Arroyo Group Contract No. _____

Non-Employee Name JMC2

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: 

DATE: 12 / 11 / 13

PRINTED NAME: John Quikshank

POSITION: President

**CONTRACT EXHIBIT H
JURY SERVICE ORDINANCE**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CONTRACT EXHIBIT I
SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

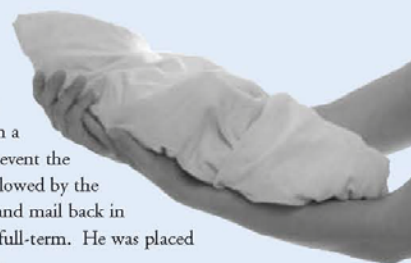
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

